

## **MAINTENANCE BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Round Rock, as Obligee, hereinafter called Owner, in the penal sum of \$ \_\_\_\_\_, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor, pursuant to Section 8.601(3)(a) of the Round Rock Subdivision Ordinance, is required to file with the City Engineer a warranty bond executed by a corporate surety, licensed to do business in the State of Texas, conditioned that the following improvements are free from defects in materials and workmanship:

(Subdivision Name and Items to be warranted [i.e. Streets, drainage, etc.]) as depicted in plans titled \_\_\_\_\_, as prepared by (Engineer).

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship which shall appear within a period of \_\_\_\_ year(s) from the date of final acceptance by the Owner, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this \_\_\_\_\_th day of \_\_\_\_\_, 200\_\_.

IN THE PRESENCE OF:

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_